

REQUEST FOR QUOTATIONS

Quotations will be received until:

2:00 pm 1/23/14

RFQ No **093-0417-14** Req No. **093- 0417 - 2014**

Purchasing Office

DMVA/DAS Procurement Office
PO Box 5800
49000 Army Guard Rd, Ste. B105B
JBER, AK 99505

Page **1** of **13** Date **1/14/14**

Vendor Notice (This is not a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope.

Delivery Location

**Alaska Military Youth Academy/Supply
Bldg 58100, Camp Carroll, JBER, AK 99505**

Buyer **Bobbi Brauneis** 

Buyer's Phone # **907-428-7109** FAX# **907-428-7101**

Vendor Quotation

Item	Description of Material, Service, or Construction	Qty	Unit	Unit Price	Extended Price
	<p align="center">Alaska Military Youth Academy School Supplies</p> <p>Requirement. The State of Alaska, Department of Military and Veterans Affairs, Alaska Military Youth Academy (AMYA), is seeking competitive quotes for a multiyear contract with a qualified vendor to provide school supplies as specified within this RFQ. The AMYA is accredited by the Northwest Association of Accredited Schools as a Secondary Special Purpose School.</p> <p>Period of Performance. The period of performance for a contract resulting from this RFQ will begin on January 27, 2014 and end on January 26, 2015. There will be two 1-year renewal options for this contract, which will be exercised at the sole discretion of the State and under the same terms, conditions, and specification's as the original contract.</p> <p>Federal Compliance Requirements. This contract is being solicited using Federal program funding. Funding information is as follows: (CFDA Title and number, award name, name of Federal agency, and amount of award). Applicable compliance requirements can be found on the Catalog of Federal Domestic Assistance website for this program (www.cfda.gov). By their signature on the bid or proposal submitted in response to this solicitation, the bidder or offeror agrees</p>				

THIS SECTION MUST BE COMPLETED BY THE VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment terms: _____

Company Name	Address	City	State	Zip code
Phone Number	Fax	Email		
Alaska Business License Number	Vendor Tax ID Number	Do you qualify for Alaska Bidders' Preference? <input type="checkbox"/> Yes <input type="checkbox"/> No Do you qualify for the Alaska Veteran Preference? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Vendor's Signature

Printed/Typed Name and Title

Date

to comply with the compliance requirements applicable to the Federal program, including the audit requirements of OMB Circular A-133, if awarded a contract.

Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion. Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal, by the offeror, that they have not been debarred or suspended from doing business with the federal government. The attached Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be completed and submitted with your quote.

SAM Registration. Bidders must also be registered in the Federal System for Award Management (SAM) before award of a contract resulting from this RFQ. Registration is free and can be done at www.sam.gov. It is strongly recommended that bidders register with SAM before submitting a quote in response to this RFQ. Failure to register with SAM before submitting a quote will not impact evaluation of quotes received in response to this RFQ, however, it may delay award of the contract and of any orders placed under the contract until proof of registration is confirmed by the DMVA/DAS Procurement Office.

Preferences. Because federal funds will be used in the procurement of products under a contract resulting from this RFQ, State of Alaska Offeror, Bidder, Veteran, and other preferences will not apply.

Anti-Terrorism Training. A contract under this solicitation may involve access to, or performance of work on, a federal military installation. In the interest of safety and security of the installation, the State of Alaska, Department of Military and Veterans Affairs, asks that contractors, subcontractors, and their employees complete Anti-Terrorism Level I training prior to beginning any work on a contract resulting from this solicitation. The online based training is free and can be accessed at <https://atlevel1.dtic.mil/at>. Failure of a contractor, subcontractor, or their employees to complete this training will not impact evaluation or award of a contract resulting from this solicitation.

Delivery. Specify in the space provide on page 1 the time required to make delivery after receipt of an order. Delivery is required to be made to the delivery location specified on page 1 within 30 calendar days after receipt of an order. Quotes that specify delivery in excess of 30 calendar days may be rejected. Deliveries are to be made Monday through Friday between 8:00 a.m. and 3:30 p.m. with the exception of state holidays.

Contract Prices. Contract prices are to remain firm for the initial year of the contract. Offered cost per year for each item must include all packaging costs, fuel surcharges, delivery charges, and any and all other charges or cost associated with the delivery of products to the delivery location specified on page 1. See item 7 of the attached Instructions to Bidders/Terms and Conditions for additional information for additional information regarding pricing.

Price Adjustments. The contractor may request a Percentage Price Increase adjustment, in writing, 30 calendar days prior to the contract renewal date. If a contractor fails to request a Percentage Price Increase adjustment 30 calendar days prior to the contract renewal date, the adjustment will be effective 30 calendar days after the State receives their written request. The price increase may not, under any circumstances, exceed 3.0 percent (3%) of the unit price per product for the preceding 12 months. No retroactive contract price adjustments are authorized.

Total Contract Cost. This solicitation is being done under the Small Procurement requirements of Alaska Statute 36.30, Alaska Procurement Regulation 2 AAC 12, and Alaska Administrative Manual 81. Total cost of any contract resulting from this RFQ, including extensions or renewal options, is NOT TO EXCEED \$100,000.00.

Estimated Annual Usage. The estimated annual usage quantities shown in this RFQ are estimates only, and will be used only for evaluation purposes. AMYA normally places two large orders for school supplies, one in December-January timeframe, and on in July-August timeframe. However, this timeframe is subject to change based upon funding sources and the AMYA training schedule. Order will be place against a contract resulting from this RFQ on an as-needed basis. While the State will make every effort to order items in pack/box/case lot quantities, the State does not guarantee a minimum or maximum size order, quantity of item to be purchases, or dollar amount to be spend, under a contract resulting from this RFQ.

Supporting Information. The State reserves the right to request supporting information and/or samples of the product(s) offered in response to this RFQ at its sole discretion. Supporting information provided must have enough detail for the State to determine that the offered product meets the minimum specifications of this RFQ. Failure to provide any requested information or samples witin the timeframe designated by the Procurement Officer may result in the cancellation of the contract and award to the next lowest bidder.

Samples Required. Item 2, Binder, and item 12, Binder Pouch, will require a SAMPLE to be submitted with your quote. Failure to submit a sample will result in rejection of your quote as being non-responsive.

Product Substitution. Products offered in response to this RFQ must be the product the contractor intends to provide in a contract resulting from this RFQ. Product substitutions after award of a contract will be allowed if agreed to in writing by the DMVA/DAS Procurement Officer.

Discontinued Items. In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Procurement Officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

Contract Payments. Contract payments will be NET 30 days upon receipt of items and contractors original invoice.

Contract Cancellation. The State reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The State is liable only for payment of supplies provided before the effective date of termination.

Method of Award. Award will be made as ONE LOT base on Total Cost to the lowest responsive and responsible bidder. Bidders must bid on all items on the Price Schedule to be considered responsive. Failure to bid on all items will result in rejection of the quote. The State anticipates awarding a contract within 5 business days after quote closing date.

"School Supplies" vs "Office Supplies". The State of Alaska office supply contract specifically prohibits the purchase of "school supplies" under the contract. Because the items specified in this RFQ are specifically intended for use in the Alaska Military Youth Academy Academic program, they are being solicited as "school supplies" to prevent any violation of the State office supply contract.

Questions. All questions concerning this RFQ must be in writing and directed to MVA.DASProcurement@alaska.gov or you may fax your questions to 907-428-7101.

Specifications.

Item 1. Portfolio, "project style" folder, twin inside pocket, overall size approximately 9 1/2 inches by 12 inches, pre-punched for insertion into a standard 3-ring binder, heavy weight manila or equivalent card stock, any color - offers of lots/packs containing mixed color folders acceptable. Estimated Annual Usage: 500 each.

Item 2. 3-ring Binder, 3 inch, D-ring, heavy duty only, two inside pockets, letter size, any style, BLACK ONLY, with or without clear outside viewing cover, with or without outside label cover. Example of Acceptable Item: WLJ-38449B or State approved equivalent. **Provide SAMPLE of offered binder with your quote.** Estimated Annual Usage: 500 each.

Item 3. Subject Dividers, insertable tab, 5-tab, multi-color or clear only tabs, set of 5 per pack, any style, buff colored paper, reinforced edge to resist tear-out, no pockets, pre-punched to fit into a 3-ring binder. Estimated Annual Usage: 500 packs.

Item 4. Notebook Filler Paper, wide rule, letter size, standard white color only, pre-punched to fit into 3-ring binder, 200 to 300 pages per pack. Estimated Annual Usage: 500 packs.

Item 5. Notebook, spiral, wire-bound, 5-subject, letter size, standard wide rule white paper, pre-punched to fit into 3-ring binder, cardboard covers. Covers can be any color. Mix color cover lots acceptable. Estimated Annual Usage: 600 Notebooks.

Item 6. Reinforcement Labels, sheet style with approximately 45 labels per sheet, and approximately 20 sheets per pack, 1/4 inch in size, self-adhesive, permanent, white color only, NO ROLLS. Offers of rolled reinforcement labels will be rejected. Estimated Annual Usage: 500 sheets (equates to 25 packs of 20 sheets).

Item 7. Ruler, see-through plastic, shatter resistant, 12 inch, English and metric measurements down to 1/16th of an inch, pre-punched to fit a 3-ring binder, any color. Offers of mixed color lots acceptable. Plastic Only - Offers of wood rulers will be rejected. Estimated Annual Usage: 500 rulers.

Item 8. Highlighter, "desk" or "tank" style, single chisel tip, quick drying, non-toxic ink, YELLOW INK AND BARREL ONLY. Example of Acceptable Item: SAN-25025 or State approved equivalent. Estimated Annual Usage: 500 highlighters.

Item 9. Pen, ink, lightweight, fine point, barrel type, non-retractable point, any color barrel, BLACK INK ONLY. BIC Round Stic or State approved equivalent. Estimated Annual Usage: 2500 pens.

Item 10. Pencil, yellow finish, wood case only, non-toxic BLACK No. 2 lead only, with ferrule and eraser (any color eraser). Normally packed 12 pencils per box/package. Estimated Annual Usage: 500 boxes/packages of 12, or 6,000 pencils.

Item 11. Eraser, large size only, beveled ends, latex free, non-toxic, smudge free erasing, pink color only. Papermate Pink Pearl, Integra, Pink-Carnation, or State approved equivalent. Estimated Annual Usage: 500 erasers.

Item 12. Binder Pouch, commonly call a "pencil pouch", durable nylon material with nylon or metal zipper, pre-punched to fit a 3-ring binder with metal reinforced grommet holes, one side must be clear to allow viewing of contents, any color nylon, approximate size 7 1/2 inches by 10 inches. No all clear plastic or vinyl pouches. Offers of all clear plastic or vinyl pouches will be rejected. Offers of lots/packs containing mixed colored nylon pouches will be acceptable. **Provide sample of offered pouch with your quote.** Estimated Annual Usage: 500 pouches.

Item 13. Colored Pencils, full length, non -toxic, non-scratch color, soft lead that won't break easily under normal pressure, wood casing, 24 per package. Assorted colors. Crayola, Prang, Prismacolor, or State approved equivalent. Estimated Annual Usage: 500 packs.

--END OF SPECIFICATIONS--

PRICE SCHEDULE.**1. Portfolio**, as specified in this RFQ:

- a. Estimated 500 each x \$_____ per portfolio = \$_____ per year.
- b. Cost to deliver 250 portfolios to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of 1a and 1b): \$_____.
- d. Product Offered: _____
- e. Offered product is packed _____ portfolios per pack/case/box/each (circle one).

2. 3-Ring Binder, as specified in this RFQ:

- a. Estimated 500 each binders x \$_____ per binder = \$_____ per year.
- b. Cost to delivery 250 binders to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of line 2a and 2b): \$_____.
- d. Product Offered: _____
- e. Offered product is packed _____ binder(s) per pack/case/box/each (circle one).

3. Subject Dividers, as specified in this RFQ:

- a. Estimated 500 sets of 5 x \$_____ per set = \$_____ per year.
- b. Cost to deliver 250 sets of dividers to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of line 3a and 3b): \$_____.
- d. Product Offered: _____
- e. Offered product is packed _____ sets per pack/case/box (circle one).

4. Notebook Filler Paper, as specified in this RFQ:

- a. Estimated 500 sheets x \$_____ per pack = \$_____ per year.
- b. Cost to deliver 250 packs of paper to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of line 4a and 4b): \$_____.
- d. Product Offered: _____
- e. Offered product is packed _____ sheet per pack; _____ packs per case/box (circle one).

5. Notebook, as specified in this RFQ:

- a. Estimated 500 notebooks x \$_____ per notebook = \$_____ per year.
- b. Cost to deliver 250 notebooks to specified delivery location: \$_____.

- c. Total Initial Year Contract Cost (sum of line 5a and 5b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ notebooks per pack/case/box (circle one).

6. Reinforcement Labels, as specified in this RFQ:

- a. Estimated 500 sheets x \$_____ per sheet = \$_____ per year.
- b. Cost to deliver 250 sheets to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of line 6a and 6b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ sheets per pack: _____ packs per case/box (circle one).

7. Ruler, as specified in this RFQ:

- a. Estimated 500 rulers x \$_____ per ruler = \$_____ per year.
- b. Cost to deliver 250 rulers to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of 7a and 7b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ ruler(s) per pack/case/box/each (circle one).

8. Highlighter, as specified in this RFQ:

- a. Estimated 500 highlighters x \$_____ per highlighter = \$_____ per year.
- b. Cost to deliver 250 highlighters to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of 8a and 8b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ pens per box: _____ boxes per pack/case/box (circle one).

9. Ink Pen, as specified in the RFQ:

- a. Estimated 2500 pens x \$_____ per pen = \$_____ per year.
- b. Cost to deliver 1250 ink pens to the specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of 9a and 9b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ pens per box; _____ boxes per pack/case/box (circle one).

10. Pencil, as specified in this RFQ:

- a. Estimated 6000 pencils x \$_____ per pencil = \$_____ per year.
- b. Cost to delivery 3000 pencils to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of 10a and 10b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ pencils per box; _____ boxes per pack/case/box (circle one).

11. Eraser, as specified in this RFQ:

- a. Estimated 500 erasers x \$_____ per eraser = \$_____ per year.
- b. Cost to deliver 3000 pencils to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of 11a and 11b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ per pack; _____ packs per case/box (circle one).

12. Binder (Pencil) Pouch, as specified in this RFQ:

- a. Estimated 500 pouches x \$_____ per pouch = \$_____ per year.
- b. Cost to deliver 250 pouches to specified delivery location: \$_____.
- c. Total Initial Year Contract Cost (sum of 12a and 12b): \$_____.
- d. Product offered: _____.
- e. Offered product is pack _____ pouches per pack/case/box (circle one).

PROVIDE SAMPLE OF THE POUCH OFFERED WITH YOUR QUOTE. Failure to do so will result in the rejection of your quote.

13. Colored Pencils, as specified in the RFQ:

- a. Estimated 500 packs x \$_____ per pack = \$_____ per year.
- b. Cost to delivery packs to specified delivery location \$_____.
- c. Total Initial Year Contract Cost (sum of 13a and 13b): \$_____.
- d. Product Offered: _____.
- e. Offered product is packed _____ pencils per pack; _____ pack per case/box (circle one).

14. TOTAL COST (sum of items 1c thru 13c): \$_____ Estimated Cost for the Initial Contract Year.

15. Occasionally, an off-contract purchase of school supplies may be required by the State. In the even this becomes necessary; will the contractor offer the State a discount off of the current contractor's hardcopy or online catalog? If so, what percentage will be offered? _____%.

Notes:

1. Information concerning an offered discount is for informational purposes only. Any off-contract purchase utilizing an offered discount will conform to the provisions of the State of Alaska Procurement Code (A.S. 36.30; 2 AAC 12; and AAM 81).

2. The Alaska Military Youth Academy is accredited by the Northwest Association of Accredited Schools as a Secondary Special Purpose School and is entitled to any discount normally offered to accredited schools or to schools or to schools any school district is the State of Alaska.

Submitting Quotes.

Because of the requirement to submit samples, **sealed quotes** must be delivered to:

DMVA/DAS Procurement

Re: RFQ 093-0417-14

49000 Army Guard Road, Suite B105B

PO Box 5800, Joint Base Elmendorf-Richardson, AK 99505

Faxed quotes will not be accepted. **Quotes must be received by 2:00 p.m. local Alaska time on January 21, 2014 to be considered responsive.** Late quotes will be rejected.

INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

1. **REQUEST FOR QUOTATION (RFQ) REVIEW:** Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.
2. **QUOTATION FORMS:** Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.
3. **SUBMISSION:** Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.
4. **QUOTE REJECTION:** The State reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.
5. **EXTENSION OF PRICES:** In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.
6. **ALASKA PROCUREMENT CODE:** The Procurement Code (AS.36.30) and its Regulations (2 AAC Ch. 12), are made a part of this document as if fully set forth herein. Note: AS.36.30 and 2 AAC Ch. 12 are available at most public libraries and legislative information offices; and both are available for review at Alaska State Purchasing Offices.
7. **PRICES:** The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the State, the offeror may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax except the following:
 - Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
 - "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
 - Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
 - Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers;
 - Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.
8. **PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.
9. **PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the State shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.
10. **VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

11. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
12. **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
13. **TITLE:** Title passes to the State for each item at FOB destination.
14. **FILING A PROTEST:** An offeror shall attempt to informally resolve a dispute with the procurement officer regarding a small procurement. If the attempt is unsuccessful, the vendor may protest the solicitation or the award of a small procurement contract under AS 36.30.320. The protest must be filed in writing with the commissioner of the purchasing agency or the commissioner's designee and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. The protester must file a copy of the protest with the procurement officer for the purchasing agency. Protests will be treated in accordance with AS 36.30.550 and 2 AAC 12.695.
15. **COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
16. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
17. **SPECIFICATIONS:** Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.
18. **FIRM OFFER:** For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.
19. **QUOTE PREPARATION COSTS:** The State is not liable for any costs incurred by the offeror in quote preparation.
20. **CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low quote of \$50 or less may, at the discretion of the State, be awarded to the next low offeror receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "FILING A PROTEST" above.
21. **CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
22. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

23. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the procurement officer of the contracting agency. Quotes that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
24. **SUBCONTRACTOR(S):** Within five (5) working days of notice, the apparent low offeror must submit a list of the subcontractors that will be used in the performance of the contract. Subcontractors may be added or changed by the contractor if prior written approval is obtained from the procurement officer of the contracting agency. The procurement officer may approve new or different subcontractors at his or her discretion.
25. **FORCE MAJEURE: (Impossibility to perform)** The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
26. **LATE QUOTES:** Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.
27. **CONTRACT EXTENSION:** Unless otherwise provided in this RFQ, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
28. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
29. **DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
30. **CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
31. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
32. **ORDER DOCUMENTS:** Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this RFQ. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.
33. **BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

34. **OFFERORS WITH DISABILITIES:** The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the procurement officer named on the cover page of this RFQ as soon as possible, but no later than the date and time quotations are due to make any necessary arrangements.
35. **COMPLIANCE WITH ADA:** By signature of their quote the offeror certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
36. **ALASKA BIDDER PREFERENCE:** The award of a contract, based on a Request for Quotation (RFQ) will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. An "Alaska bidder" is a person who: (1) holds a current Alaska business license; (2) submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license; (3) has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole Proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) (4) of this subsection.
37. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, and is the lowest responsive and responsible bidder they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.
38. **USE OF LOCAL FOREST PRODUCTS:** In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010.
39. **LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE:** When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, only those products harvested in Alaska, or in the case of fisheries products harvested or processed within the jurisdiction of Alaska, will be purchased, provided they are available, of comparable quality, and priced no more than seven percent (7%) higher than products harvested outside the state, or in the case of fisheries products harvested or processed outside the jurisdiction of the state, in accordance with AS 36.15.050.
40. **ALASKA PRODUCT PREFERENCE:** A bidder that designates the use of an Alaska Product which meets the requirements of the RFQ specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Commerce & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.
41. **EMPLOYMENT PROGRAM PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and is offering goods or services through an employment program, as defined under 36.30.990(10), and submits a responsive and responsible bid that is no more than fifteen percent (15%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(c) and 2 AAC 12.050.
42. **ALASKANS WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaskan bidder's preference, under AS 36.30.170 (b), is a qualifying entity as defined in AS 36.30.170(e) and (j), and is the lowest responsive and responsible bidder with a bid that is no more than ten percent (10%) higher than the lowest bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(e).
43. **EMPLOYERS OF PEOPLE WITH DISABILITIES PREFERENCE:** If a bidder qualifies for the Alaska bidder preference, under AS 36.30.170(b), and, at the time the bid is submitted, employs a staff that is made up of fifty percent (50%) or more people with disabilities, as defined in AS 36.30.170(j), and submits a responsive and responsible bid that is no more than ten percent (10%) higher than the lowest responsive and responsible bid, the procurement officer will make the award to that bidder, in accordance with AS 36.30.170(f).

INSTRUCTIONS TO BIDDERS/TERMS AND CONDITIONS

44. PREFERENCE QUALIFICATION LETTER: Regarding preferences 41, 42, and 43 above, the Division of Vocational Rehabilitation in the Department of Education maintains lists of Alaskan: [1] employment programs that qualify for preference, [2] individuals who qualify for preference as Alaskan's with disabilities, and, [3] employers who qualify for preference as employers of people with disabilities. In accordance with AS 36.30.170(j), in order to qualify for one of these preferences, an offeror must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, offeror must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' qualification for a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 41, 42, or 43 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list, at the time the quote is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to their quote. The offeror's failure to provide the certification letter mentioned above, with their quote, will cause the State to disallow the preference.